



TEAM AGREEMENT

This Team Agreement (this "Agreement") is entered into between adidas America, Inc., an Oregon corporation ("adidas"), and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("School"). This Agreement is effective as of July 1, 2018 and ending on June 30, 2025 (See Section 10 regarding Term).

RECITALS

- A. School fields athletic teams and programs in Baseball, Men's Basketball, Football, Men's Golf, Men's Tennis and Rifle; Women's Basketball, Women's Cross Country, Women's Golf, Women's Rifle, Women's Soccer, Softball, Women's Swimming & Diving, Women's Tennis, Women's Track & Field and Women's Volleyball (each, a "Team") and retains and supports the coaches, staff and student athletes in connection therewith (collectively, the "Team Participants").
- B. adidas designs, manufactures, distributes, and sells athletic footwear, apparel and related accessories and equipment through its Team Direct Sales Program (the "adidas Team Program"), the terms and conditions of sale are updated periodically in the adidas Team Sales Catalog. The products included in the adidas Team Program include Footwear Products and Non-Footwear Products (each as defined in Section 1 below) (collectively, "adidas Products"). adidas wishes to support School and its athletic teams and programs by, as more specifically described in this Agreement, supplying adidas Products to School under the adidas Team Program.
- C. School wishes to acquire and use adidas Products under the adidas Team Program and consistent with the terms of this Agreement.

The parties agree as follows:

AGREEMENT

- 1. **adidas Products.**
 - 1.1. Footwear Products. During the Term, School agrees to purchase adidas Footwear Products directly from adidas for Team Participants' use in accordance with the adidas Team Program (45% off MSRP / 30% off MSRP for all miteam footwear products). "Footwear Products" means all footwear for Team Participants for all Team events, including competition, practices, training, coaching, travel, recruiting and media engagements.
 - 1.2. Apparel, Custom Uniforms, Accessories and Equipment. During the Term, School agrees to purchase, directly from adidas, Non-Footwear Products for Team

Participants' use in accordance with the adidas Team Program (50% off MSRP for all apparel) for Team Participants' use in each case for all Team events. "Non-Footwear Products" means all apparel, uniforms (including custom uniforms), accessories, equipment (including travel bags, headwear, socks, wristbands, gloves, watches, eyewear, hard goods, and inflatables) included in the adidas Team Program, but excluding Footwear Products.

- 1.3. No Warranties. adidas shall not be liable for any injury or damage suffered by School or Team Participants from wearing or using adidas Products, and School hereby expressly knowingly and irrevocably waives all such liability, except to the extent such injury or damage is caused by adidas's gross negligence or willful misconduct. **ALL GOODS PURCHASED OR OTHERWISE ACQUIRED BY SCHOOL PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS-IS. ADIDAS HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT MAY ARISE BY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.** Notwithstanding anything contained herein to the contrary, the parties recognize and agree that the foregoing disclaimers do not apply to any safety gear supplied by adidas under this Agreement, if any.
- 1.4. Orders. School will provide written purchase orders to adidas ("**Orders**") from time to time. An Order is not considered accepted by adidas until the adidas Products are shipped or until adidas sends an acknowledgement.
- 1.5. Shipping. All Orders, including those of adidas' licensees, are FOB adidas (FOB shipping point for all domestic shipments and FOB port for direct shipments). School assumes all risk of loss upon delivery of Products to School or School's representation at the FOB point. In the event of any conflict between this Section of the Agreement and any Order, invoice, or other communication between adidas and School now existing or hereafter entered into, the terms of this Agreement shall prevail.

2. **Exclusive Use.**

- 2.1. Athletic Activities. During the Term, School shall ensure that each Team (including all Team Participants) exclusively uses and wears adidas Products whenever engaged in any Team event and any other athletic activities for which such attire is appropriate, including games and practice sessions, being filmed by motion picture or video tape, posing for photographs, and conducting or participating in camps or clinics. Notwithstanding the foregoing, the parties recognize and agree that if adidas does not make or sell equipment (e.g., softball bats) utilized for a given sport as of the effective date hereof (each a "Product Not Currently Offered"), School shall not be precluded from obtaining such Product Not Currently Offered from any third-party, even if adidas subsequently adds that product to its offerings.

2.2. **Excluded Products.** Notwithstanding anything contained in this Agreement to the contrary, the parties agree that the exclusivity set forth above shall not apply to the following equipment (collectively, the "Excluded Products"):

- Volleyballs
- Tech swim suits
- Baseball bats
- Baseball fielding gloves

School agrees to encourage its Teams to utilize adidas-manufactured equipment for the Excluded Products, but adidas agrees that School shall not, under any circumstances, be precluded from obtaining the Excluded Products from any third-party (other than Nike or Under Armour).

2.3. **No Spatting.** School shall not permit any Team Participant or any other person to "spat", obstruct or alter adidas's logos and marks in any way, provided, however, spatting shall be permitted when necessary for the safety, health, or welfare of the Team Participant as reasonably determined by School's equipment staff in consultation with School's medical staff.

Exceptions to this Section 2 require written approval by adidas

3. **License.** School hereby grants to adidas the right and license, during the Term and at all times thereafter to the extent necessary for adidas' lawful business purposes, to use School's name and trademarks worldwide in connection with the development, promotion, marketing, advertising and sale of adidas Products. Except as provided below, School shall not directly grant any comparable right to any other person or entity if the other person or entity is engaged in any business competitive with adidas. This license includes the right to use School's name, nickname, initials, photograph, likeness, image or facsimile image, video or film portrayals and any other means of expressing School's use of adidas Products in connection with, but not limited to, television and radio advertisements, print advertisements, advertisements on any public or private on-line service or the Internet, catalogs, posters, billboards, building murals, video or audio promotional productions, promotional or marketing appearances, and hang tags and other in-store displays. School acknowledges that no royalty shall be paid on adidas Products provided by adidas to School's Teams and Team Participants under this Agreement.

In addition to the provisions already stated in Section 3, for avoidance of doubt, during the Term of this Agreement, School acknowledges and understands that, except as provided below, School shall not directly grant any license, permission, or right of any kind to Nike or Under Armour, or any of their parent companies, subsidiaries, affiliates, or other related entities, which are currently existing or may be created.

Notwithstanding anything contained in this Section 3 to the contrary, the parties acknowledge and agree that the foregoing licensing restrictions do not apply (1) with respect to any contract School may enter for any Product Not Currently Offered; and (2) to licenses which may be granted by third-parties that are not competitors of adidas to whom

School has already or may hereinafter license its multi-media and trademarks (e.g., Learfield/Wolf Pack Sports Properties; Silver and Blue Outfitters; etc.).

4. **Promotional Merchandise.**

4.1. **Merchandise Provided if Purchase Minimums Met.** During the Term, adidas will provide School with merchandise listed in Section 4.2 below, during each School Year (defined as July 1 through June 30) of the Term, contingent upon School achieving and maintaining minimum annual purchase volumes of \$150,000 (which includes custom uniform purchases directly through the adidas Team Program). If School fails to comply with minimum purchase requirements, School will pay adidas cash compensation equivalent to the sales shortfall.

4.2. **Promotional Merchandise for Each School Year.** For each School Year, during the Term, adidas shall provide the following types and values of Promotional Merchandise:

Athletic Director's Promotional Allotment (Product at Retail Value):

Contract Year 1 – 2018/19:	
Contract Year 2 – 2019/20:	
Contract Year 3 – 2020/21:	
Contract Year 4 – 2021/22:	
Contract Year 5 – 2022/23:	
Contract Year 6 – 2023/24:	
Contract Year 7 – 2024/25	

Promotional Merchandise Bonus Incentives (Product at Retail Value):

On Campus Bookstore and/or Retail Sales (Per Contract Year):

Retail Sales (per contract year)	Promotional Allotment to Athletic Department (MSRP) (non-cumulative product at retail value)
\$100,000 - \$149,999	\$10,000.00
\$150,000 - \$199,999	\$15,000.00
\$200,000 - \$249,999	\$20,000.00
\$250,000 - \$299,999	\$25,000.00
\$300,000 - \$349,999	\$30,000.00
\$350,000 - \$399,999	\$35,000.00
\$400,000 +	\$40,000.00

- These dollars will be awarded at the beginning of each calendar year

Athletic Department Wholesale Purchases (per contract year)	Retail Allotment to Athletic Department (cumulative product at retail value)
\$400,000 - \$449,999	\$25,000.00
\$450,000 - \$499,999	\$25,000.00
\$500,000 - \$549,999	\$35,000.00
\$550,000 - \$599,999	\$35,000.00

"Promotional Merchandise" means promotional merchandise orders from the adidas Team Sales Catalog. Any Promotional Merchandise allotments exclude any product provided by third party vendors or licensees including Agron, Saranac, HFS, and any other vendors or licensees authorized by adidas. Unused Promotional Merchandise amounts, as of 5:00 PM EST June 30, are forfeited by School. As a result, Promotional Merchandise cannot be carried from one School Year to the next.

Transition Allotment. During the first year of this agreement, adidas will provide the Athletic Department an allotment of product that can assist with the transition to adidas.

Contract Year	Product at Retail Value
Contract Year 1 - 2018/19:	

Marketing Activation Dollars: Dollars are to be mutually agreed upon with the purpose of using these dollars for co-branded marketing and activation initiatives.

Contract Year 1 - 2018/19:		will be made in January 2019
Contract Year 2 - 2019/20:		will be made in January 2020

5. **Cash Bonus Incentive Compensation.** adidas shall provide School the following bonus amounts in any School Year if School achieves the applicable goals during such School Year.

Bonus Plan:	CASH	
Football		
College Football National Champions	\$300,000	^
College Football playoff semi-finals participant	\$100,000	^
Football Coach of the Year -- National	\$25,000	
Football Coach of the Year - Conference	\$10,000	
Football Post Season -- Win Bowl Game	\$10,000	

Bonus Plan:		CASH
Football Mountain West Conference Championship	\$10,000	
NCAA Football – Final Ranking – Top 5	\$200,000	^
NCAA Football – Final Ranking – Top 10	\$100,000	^
NCAA Football – Final Ranking – Top 25	\$50,000	^
<u>Men's Basketball</u>		
College Basketball Final Four Participation	\$150,000	^
College Basketball Elite 8 Appearance	\$50,000	^
Sweet Sixteen Appearance	\$30,000	^
Round of 32	\$10,000	^
NCAA Appearance	\$5,000	^
Mountain West Conference Champions	\$10,000	
Coach of the Year – National	\$25,000	
Coach of the Year – Conference	\$5,000	
Top 25 Finish	\$50,000	
<u>Women's Basketball</u>		
College Basketball Final Four Participation	\$150,000	^
College Basketball Elite 8 Appearance	\$50,000	^
Sweet Sixteen Appearance	\$30,000	^
Round of 32	\$10,000	^
NCAA Appearance	\$5,000	^
Mountain West Conference Champions	\$10,000	
Coach of the Year – National	\$25,000	
Coach of the Year – Conference	\$5,000	

Bonus Plan:		CASH
<u>Baseball/Softball</u>		
Win NCAA Regional Series Tournament	\$5,000	^
Win NCAA Super Regionals Series Tournament	\$10,000	^
Win NCAA National Championship	\$50,000	^
Coach of the Year – National	\$25,000	
Coach of the Year – Conference	\$5,000	
^Non-cumulative - only the highest achieved		

6. **Incentive Compensation - Product.** adidas shall provide School the following bonus amounts in the form of product, any School Year if School achieves the applicable goals during such School Year.

Olympics Sports

- Any Team (5 or more student athletes) qualifying for NCAA Post Season Play will receive \$5,000 @ retail in product.
- Any Conference COY will receive \$2,000 @ retail in product.

Baseball/Softball

- Program will receive \$5,000 @ retail product for participating in the NCAA Tournament (Regionals).
- Program will receive \$10,000 @ retail product for participating in the NCAA Tournament (Super-Regionals).
- Program will receive \$15,000 @ retail product for participating in the College World Series.
- Program will receive \$20,000 @ retail product for Winning the National Championship.
- Head Coach will receive \$5,000 @ retail in product for being named Conference Coach of the Year.

Men's Basketball

- Basketball program will receive \$20,000 @ retail in product for participating in the NCAA Tournament.
- Basketball program will receive an additional \$25,000 @ retail in product for participating in the Sweet Sixteen.
- Basketball program will receive an additional \$35,000 @ retail in product for participating in the Final Four.
- Head Basketball Coach will receive \$5,000 @ retail in product for being named Conference Coach of the Year.

Women's Basketball

- Basketball program will receive \$15,000 @ retail in product for participating in the NCAA Tournament.
- Basketball program will receive an additional \$20,000 @ retail in product for participating in the Sweet Sixteen.
- Basketball program will receive an additional \$30,000 @ retail in product for participating in the Final Four.
- Head Basketball Coach will receive \$5,000 @ retail in product for being named Conference Coach of the Year.

Football

- Football program will receive \$25,000 @ retail in product for participating in a Bowl Game.
- Head Football Coach will receive \$5,000 @ retail in product for being named Conference Coach of the Year.

7. **Marketing Benefits.** In all media and methods of communication listed below, School shall identify adidas as the School's exclusive athletic footwear, apparel, and accessory brand permitted to advertise its products.

Athletic Collateral Materials

- Adidas logo placement in all sports related publications and game day programs.
- Adidas logo placement on all collateral materials used to promote Nevada Athletics; including, but not limited to schedules, posters, camp brochures and coaches clinics.
- The option to include a flyer/brochure provided by adidas, into the Nevada season ticket holder mailings free of charge.

Stadium Signage*

Basketball:

- Practice facility scoreboards.
- Practice facility basket stanchions.
- Men's and women's locker rooms.
- Men's and women's offices.
- Arena Signage
 - Low corner walls opposite of team bench.
 - High arena signage under Wolf Pack legends pictures.
 - Walls behind lower section numbers.
 - Low side of basket stanchion.
 - Player entrance doors -- both home and visiting team.
 - Visiting team locker room.

Football:

- Locker room.
- Weight room.
- Offices.
- Team meeting room.

- Stadium Signage
 - o adidas logo in stadium at player entrance (home and visiting teams).

Other sports:

- locations as appropriate
 - o locker rooms.
 - o gym, arena, field placement as appropriate.

* All signage locations shall be contingent upon continued availability under School's multi-media rights contract with Learfield/Wolf Pack Sports Properties.

Athletic Website

- adidas link on Nevada Athletics' website, <http://www.nevadawolfpack.com/> listing adidas as 'Official Corporate Sponsor.'

Direct Mail Inserts/Email Blasts

- Allow adidas to include (2) direct mail inserts for Athletics per year. Adidas to provide copy and content. Adidas to pay for cost of flyer.
- Grant adidas access to your email database for Nevada Athletics for up to (4) email blasts per year. Adidas to provide copy and content. The intent will be to promote adidas/ Nevada licensed merchandise outlets. School will approve design. School will distribute content.

Appearances – Baseball, Softball, M & W Basketball & Football

- Schedule Permitting: Head Coach will make (1) adidas-sponsored appearances per year. Written notice will be provided to Head Coach and School (30) days in advance.
- Schedule Permitting: Head Coach will make (1) adidas-sponsored Online/Social Network appearance per year. Written notice will be provided to Head Coach and School (14) days in advance.

Season Tickets

- Men's and Women's Basketball Season Tickets – (6) tickets and (2) parking passes free of charge.
- NCAA Basketball Tournament: Offered up to (4) game tickets (per session) – upon request – free of charge.
- Football Season Tickets – offered up to (8) season ticket packages / (2) parking passes – free of charge, upon request.
- Football Road Game Tickets – offered up to (4) road tickets per game. Upon request.
- Football Bowl Game: Offered up to (8) bowl game tickets – free of charge. Upon request.
- Baseball: adidas offered up to (4) post-season/CWS game tickets (per session) – upon request.
- Football Bowl Game: Offered up to (8) bowl game tickets – free of charge. Upon request.
- Baseball: adidas offered up to (4) post-season/CWS game tickets (per session) – upon request.

8. **Representations and Warranties.** Each party represents and warrants that such party (i) is not party to any agreement, contract or understanding, whether oral or written, that would prevent, limit or hinder the performance of any of its obligations under this Agreement; and (ii) has the due and proper authority to enter into and perform its obligations under this Agreement.
9. **Term and Termination.**

Term. This Agreement shall remain in effect from July 1, 2018 and until June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement (the "Term").

- 9.1. Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement and, if such breach is curable, fails to cure such breach within 30 days of written notice from the non-breaching party. The parties acknowledge and agree that the breach of Section 2 constitutes an incurable material breach of this Agreement.
- 9.2. Termination by adidas. adidas may, in its sole discretion, reduce the amount of Promotional Merchandise described in Section 4 by 50% or terminate this Agreement if (a) one or more coaches, Teams or players are suspended or otherwise subject to material disciplinary action by the NCAA, including any disciplinary action that limits the Team's competitiveness or prevents the Team from participating in regular season or tournament games; or (b) in adidas' sole estimation one or more coaches, Teams, or players engage in conduct that reflects poorly on adidas or that harms adidas' reputation in any way.
- 9.3. Termination by School. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available to School in any fiscal period for obligations due from the School under this Agreement, then this Agreement shall terminate on the last day of the fiscal period for which appropriations were received, without penalty, charge, or expense to the School of any kind whatsoever. School agrees to provide written notice to adidas of this eventuality, should it occur.
- 9.4. Right of Suspension or Reduction. If adidas believes in good faith that School has materially breached any term of this Agreement, then adidas shall provide notice to School of such breach. If such material breach is curable, and School fails to cure such offense within 30 days of written notice from adidas, adidas may (in its reasonable discretion) suspend or reduce payments of incentive compensation and/or reduce the dollar amount of adidas Products available to School under Section 4 according to the following schedule:

For the first uncured or incurable material offense, there will be a 25% reduction in the amount of Promotional Merchandise. The second uncured or incurable material offense will incur a 50% reduction in the amount of Promotional Merchandise or termination of the Agreement. The third uncured or incurable material offense will incur a 100% reduction in the amount of Promotional Merchandise or termination of the Agreement, at adidas' sole discretion. Any reductions in the amount of

Promotional Merchandise will be deducted in the following School Year unless the material breach occurs in the final year of this Agreement, in which case the deduction will occur in the current School Year or in the first renewal year. The decision to apply the deduction in the current School Year or the first renewal year rests entirely with adidas.

- 9.5. Effect of Termination; Survival. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or nature are intended to survive the expiration or termination of this Agreement, including Sections 9.1 and 9.2 shall survive the expiration or termination of this Agreement.

10. **Rights of First Dealing.**

- 10.1. First Dealing. Beginning not less than 180 days before the end of the Term and through not less than 120 days before the end of the Term, the parties shall meet and negotiate in good faith the renewal of this Agreement ("First Dealing Period"). The parties shall not be obligated to enter into an agreement if they cannot settle on mutually agreeable terms during the First Dealing Period. During the First Dealing Period, School shall not, and School shall not permit its agents, attorneys, accountants, representatives or employees to, engage in any discussions or negotiations with any third party for any agreement or arrangement involving, in whole or in part, the same subject matter as in this Agreement, including the sponsorship, promotion, advertisement or endorsement of athletic apparel and footwear products ("Third Party Deal").

11. **School Approvals.**

- 11.1. School Approval. If School utilizes a third-party licensing agent or if School utilizes a licensing department within the School administration, School agrees and acknowledges that any approvals given by the School's athletic director or his/her designee shall be sufficient for purposes of Section 11.2 below.
- 11.2. Notice. adidas shall provide School with items (e.g., graphic designs, marketing materials, etc.) utilizing School's name and trademarks for approval. School shall approve or disapprove within seven (7) business days. If School does not provide approval or disapproval with the allotted time, then this shall be deemed approval and adidas may proceed with its obligations under this Agreement.

12. **Covenants of Parties.**

- 12.1. Confidentiality. Subject to applicable law, including without limitation the Nevada Public Records Act, the terms of this Agreement are strictly confidential and neither party may disclose the terms hereof to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose the terms hereof to such party's professional, financial and similar advisors

provided such persons are bound by covenants or obligations prohibiting further disclosure and restricting their use of such information to purposes consistent with the provisions of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, adidas acknowledges that School is a governmental entity and thus subject to the Nevada Public Records Act, NRS 239.005 to NRS 239.011. Under the Act, this Agreement may be subject to public disclosure, unless such information is expressly deemed confidential by law or common law balancing of interests. School agrees to promptly notify adidas in the event it receives a public records request seeking the disclosure of the Agreement. In such instance, adidas shall have three (3) business days from the date of School's notification to advise School, in writing, whether adidas believes the requested records, or any portion thereof, are exempt from disclosure under applicable Nevada law.

12.2. Compliance with Law. Each party shall comply with all laws, rules and regulations applicable to it in the performance of its obligations under this Agreement.

12.3. No Resale. During and after the Term, School agrees to not sell or distribute, or to permit the sale or distribution of, any adidas Products acquired pursuant to this Agreement, provided that School may sell such adidas Products to: (i) affiliates of the School, including on-campus retail outlets that provide services or sales to the School's teams, athletic facilities, faculty, students and visitors; and (ii) vendors of the School that provide services to the School's teams or athletic facilities but only to the extent related to vendor's provision of service to the School.

12.4. Indemnification.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, School agrees to indemnify and hold harmless adidas and its agent(s) from any and all claims made by third parties arising from or with respect to (i) the School's intellectual property or artwork created by the School or created at the direction of the School ("IP"), (ii) School's breach of this Agreement or any applicable law, or (iii) School's gross negligence. School will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. School's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action.

adidas agrees to indemnify and hold harmless School and its agent(s) from any and all claims made by third parties arising from or with respect to (i) adidas' intellectual property or artwork created by adidas or created at the direction of adidas, (ii) adidas' breach of this Agreement or any applicable law, or (iii) adidas' gross negligence.

12.5. Limitation of Liability. NEITHER PARTY WILL IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL, CONTINGENT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, BUT NOT

LIMITED TO, LOSS OF PROFITS, REVENUE OR USAGE, COST OF SUBSTITUTE GOODS, ADDITIONAL COSTS INCURRED BY THE OTHER PARTY, OR CLAIMS OF THIRD PARTIES (EXCEPT AS PROVIDED IN SECTION 12.4). ADIDAS'S TOTAL LIABILITY TO SCHOOL FOR DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OF ADIDAS PRODUCTS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER CAUSE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ADIDAS PRODUCTS TO WHICH SUCH CLAIM RELATES.

13. **Notices.** Notices required by this Agreement shall be sent to the address listed below or to such other address as the parties may from time to time by notice provide.

If to adidas:

adidas America, Inc.
5055 N. Greeley Ave.
Portland, OR 97217
Attn: Director, U.S. Team Sports

If to School:

University of Nevada Athletics
1664 N. Virginia Street
Legacy Hall/MS 264
Reno, NV 89557-0110
Attn: Director of Athletics

With a copy to:

adidas America, Inc.
5055 N. Greeley Ave.
Portland, OR 97217
Attn: Legal Dept.

With a copy to:

University of Nevada, Reno
1664 N. Virginia Street
General Counsel MS 0550
Reno, NV 89557-0550
Attn: General Counsel

Notice is effective when actually received if sent by any means that leaves a hard-copy record in the hands of the recipient. If sent registered mail, postage prepaid, return receipt requested, notice shall be deemed effective on the date the return receipt shows the notice was accepted, refused, or returned undeliverable.

14. **Miscellaneous.**

- 14.1. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
- 14.2. **Choice of Law; Venue; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The parties hereby agree and consent to the exclusive jurisdiction and venue of any federal or State court located in Washoe County, Nevada.

- 14.3. Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.
- 14.4. Assignment. Neither party may not, sell or transfer this Agreement or any of its rights, interests or obligations under this Agreement without the other party's prior written consent. However, adidas may assign to an affiliate company or parent company within the adidas group without prior written consent.
- 14.5. Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words *include* or *including* are used in this Agreement, they will be deemed to be followed by the words *without limitation*.
- 14.6. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its own expenses in connection with the preparation, execution and performance of this Agreement and the transactions contemplated by this Agreement. School shall be solely responsible for the payment of all taxes or other associated expenses on any compensation or considerations received under this Agreement.
- 14.7. School/adidas Relationship. Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership or joint venture relationship between the parties.
- 14.8. Entire Agreement. This Agreement, together with any exhibits, schedules or attachments, the Terms and Conditions of the adidas Team Sales catalog in place at the time of each Order, the account or credit application completed in connection with execution of this Agreement, and any other documents incorporated into this Agreement by reference, all as amended from time to time, are incorporated into this Agreement by reference, and constitute the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. The order of precedence for resolving a conflict between terms and conditions contained in this Agreement shall be as follows: (i) this Agreement, (ii) the Terms and Conditions of the adidas Team Sales catalog in place at the time of an Order, and (iii) the account or credit application. All previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.

Signatures on next page

IN WITNESS WHEREOF, the undersigned individuals hereby certify that they are duly authorized to execute this Agreement on behalf of the parties.

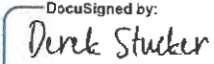
adidas America, Inc.

Board of Regents of the Nevada System of
Higher Education on behalf of the University
of Nevada, Reno

Recommended by,

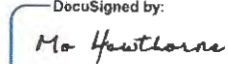
 Date: 9.27.18
Name: Chris McGuire
Title: Sr. Director, Sports Marketing

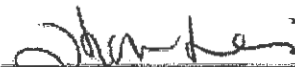
 Date: 9/17/18
Name: Doug Knuth
Title: Director of Athletics

DocuSigned by:
 Date: 09.10.2018
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Name: Derek Stucker
Title: Director, NCAA Team Services

 Date: 9-17-18
Name: Marc Johnson
Title: President, University of Nevada, Reno

Approved by,

DocuSigned by:
 Date: 06.10.2018
E34E37D5BCC44A3
Approved as to form by adidas Legal Dept.
Mo Hawthorne
Approved as to form, adidas legal

 Date: 9.25.18
Name: Thom Reilly
Title: Chancellor, Nevada System of Higher
Education